PURCHASE ORDER

Tiger Global Ltd (T/A Justgood & Concept Incentives)
dojustgood.com | 020 8920 2100
concept-incentives.co.uk | 01625 430 077

Supplier Details:
Bagco Ltd
Unit 3
Churchill Court
Hortons Way
Westerham
Kent, TN16 1BT
United Kingdom

Delivery address:
Danuta Kubica
Virtue Technologies Ltd
Chadwick House
Maple View
White Moss Business Park
WN8 9TD
United Kingdom

PO Ref: 85597-145885-1
Date Issued: 22/09/2026

Delivery Date: 07/10/2026
Payment Terms: Concept

Product	Details	Qty	Per Unit	Total ex VAT	VAT	Total inc VAT
R8891 Sandgate Recycled 7oz Cotton Tote Shopper Black	1 colour transfer print 1 side Virtue on top, then Sophos and NetSupport at the bottom White Print 7oz	60	£1.85	£111.00	20%	£111.00
00 Branding Branding Cost Per Unit		60	£0.67	£40.20	20%	£40.20
001 Origination Origination Setup Cost		1	£29.00	£29.00	20%	£29.00
002 Carriage Carriage to 1 UK Mainland Address		1	£12.00	£12.00	20%	£12.00

Order Total ex VAT:	**£192.20**
Order Total VAT:	**£38.44**
Order Total inc VAT:	**£230.64**

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TIGERGLOBAL
CONCEPT Justgood

TERMS AND CONDITIONS OF PURCHASE

These terms and conditions ("**Conditions**") are the Conditions upon which Tiger Global Ltd (Co reg: 06603739) of Unit 3 Stirling Court, Stirling Way, Borehamwood, England, WD6 2BT ("**Tiger Global Ltd**") place orders for Goods and apply to the exclusion of any other terms that a Supplier may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

FOR THE AVOIDANCE OF DOUBT NO TERMS OR CONDITIONS ENDORSED UPON, DELIVERED WITH OR CONTAINED IN A SUPPLIER'S QUOTATION, ACKNOWLEDGEMENT OR ACCEPTANCE OF ORDER, SPECIFICATION OR SIMILAR DOCUMENT SHALL FORM PART OF THE CONTRACT AND A SUPPLIER WAIVES ANY RIGHT WHICH IT OTHERWISE MIGHT HAVE TO RELY ON SUCH TERMS AND CONDITIONS.

CONDITIONS

1. INTERPRETATION

1.1 **Definitions:**

"Artwork"	the design or logo (along with any instructions) provided by Tiger Global Ltd for the Supplier to create an artwork proof for the approval of Tiger Global Ltd.
"Business Day"	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Conditions"	the terms and conditions set out in this document entitled "Terms and Conditions of Purchase".
"Contract"	means an Order and these Conditions.
"Delivery Address"	the address for delivery of the Goods, as set out in the Order, or as otherwise agreed expressly in writing.
"Delivery Date"	the date specified in the Order, or as otherwise agreed expressly in writing.
"Goods"	the goods (or any part of them), as set out in the Order, or as otherwise agreed in writing.
"Individualised Items"	any Goods in whole or in part which are bespoke and personalised for designated recipients,
"Tiger Global Ltd"	Tiger Global (Co reg: 06603739) of Unit 3 Stirling Court, Stirling Way, Borehamwood, England, WD6 2BT
"Labelling Requirements"	the labelling requirements as set out in the Order, or as otherwise agreed expressly in writing.
"Order"	a request from Tiger Global Ltd Ltd to a Supplier, by way of purchase order or otherwise in writing, to provide Goods to Tiger Global Ltd.
"Price"	the price for the Goods, as set out in the Order, or as otherwise agreed expressly in writing.
"Specification"	the specification for the Goods, as set out in the Order, or as otherwise agreed expressly in writing.
"Supplier"	the supplier to whom Tiger Global Ltd provides the Order, or otherwise requests, to purchase the Goods.
"VAT"	value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 **Interpretation:**

1.2.1 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.2 Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** excludes and email.

2. BASIS OF CONTRACT AND ORDERS

2.1 The Order constitutes an offer by Tiger Global Ltd to purchase the Goods in accordance with these Conditions. The Supplier's is deemed to have accepted these Conditions when it confirms acceptance of the Order or when it carries out any act consistent with taking steps in accordance with the Order or consistent with fulfilling the Order.

2.2 Tiger Global Ltd may cancel an Order in whole or in part at any time before the Artwork has been approved by Tiger Global Ltd and shall not be liable for the Supplier's costs up to cancellation unless Tiger Global Ltd has expressly agreed to be responsible for such costs in writing.

3. THE GOODS

3.1 The Supplier shall ensure:

3.1.1 that the Goods correspond with their description and the Specification;

3.1.2 that the Goods be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Tiger Global Ltd expressly or by implication, and in this respect Tiger Global Ltd relies on the Supplier's skill and judgement;

3.1.3 that the Goods be free from defects in design, material and workmanship and remain so for a minimum period of 12 months after delivery;

3.1.4 that Tiger Global Ltd benefits from any manufacturers or other warranties covering the Goods to the fullest extent possible under any such warranties; and

3.1.5 that the Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 Tiger Global Ltd has the right to inspect and test the Goods at any time before delivery, this may include requiring the Supplier to provide samples or documentation in respect of the Goods.

3.3 If following any inspection or testing Tiger Global Ltd considers that the Goods do not conform or are unlikely to comply with the requirements of clause 3.1, Tiger Global Ltd shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Tiger Global Ltd shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.4 Notwithstanding any inspection or testing pursuant to clause 3.2, the Supplier shall remain fully responsible for the Goods and such inspection or testing shall not reduce or otherwise affect the Supplier's liability or obligations under the Contract.

3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4. DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in perfect condition;

4.1.2 any Labelling Requirements for all confirmed Artwork are strictly adhered to and in accordance with any written instructions given to the Supplier by Tiger Global Ltd;

4.1.3 each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.4 if the Supplier requires Tiger Global Ltd to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods specified in each Order:

4.2.1 on the relevant Delivery Date;

4.2.2 at the Delivery Location; and

4.2.3 during Tiger Global Ltd's normal business hours, or as instructed by Tiger Global Ltd.

4.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.

4.4 Subject to clause 4.5 and 4.6 below, if the Supplier delivers more or less than the quantity of Goods ordered, and Tiger Global Ltd accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, Tiger Global Ltd may request that the shortfall be delivered promptly;

4.4.2 delivers more than 105% of the quantity of Goods ordered, Tiger Global Ltd may at its discretion reject the excess Goods.

4.5 Where Tiger Global Ltd has placed an Order for Goods which include Individualised Items, Tiger Global Ltd reserves the right to reject the Goods in their entirety and require a full refund of any sums paid for if the Supplier delivers less than 100% of the quantity of Goods ordered and/or if the Goods are delivered late. For the avoidance of doubt, failure to fulfil any element of an Order for Individualised Items is likely to be a significant issue for Tiger Global Ltd's customers and will in turn reflect poorly on Tiger Global Ltd. In respect of Individualised Items, any Delivery Date and time is of the essence to the Contract.

4.6 The Supplier shall not deliver Orders in instalments without Tiger Global Ltd's prior written consent. Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle Tiger Global Ltd to the remedies set out in clause 5.

5. TIGER GLOBAL LTD'S REMEDIES

5.1 If Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Tiger Global Ltd may exercise any one or more of the following remedies:

5.1.1 to treat such action or omission as a material breach and terminate the Contract;

5.1.2 to reject the Goods (in whole or in part);

5.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.1.5 to recover from the Supplier any costs incurred by Tiger Global Ltd in obtaining substitute goods from a third party; and

5.1.6 to claim damages for any other costs, loss or expenses incurred by Tiger Global Ltd which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 If Goods are not delivered on the relevant Delivery Date, Tiger Global Ltd may at its option claim or deduct 5% of the price of the Goods for each week's delay (up to a maximum of two weeks) in delivery until the earlier of delivery or termination or abandonment of the Contract by Tiger Global Ltd, by way of liquidated damages. If at the end of week two delivery has still not been achieved, Tiger Global Ltd reserves its right to treat this is as a material breach and terminate the Contract. If Tiger Global Ltd exercises its rights under this clause 5.2, it may not exercise any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

5.3 The parties confirm that the liquidated damages in clause 5.2 are reasonable and proportionate to protect Tiger Global Ltd's legitimate interest in performance and to recognise the potential damage to Tiger Global Ltd's reputation and business late delivery is likely to cause.

5.4 Rejected Goods are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, Tiger Global Ltd may charge the Supplier storage costs and sell or dispose of the rejected Goods. Tiger Global Ltd will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 Tiger Global Ltd's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. TITLE AND RISK

Title and risk in the Goods shall pass to Tiger Global Ltd on completion of delivery.

7. PRICE AND PAYMENT

7.1 Tiger Global Ltd shall pay for Goods in accordance with this clause 7.

7.2 The Price:

7.2.1 excludes amounts in respect of VAT, which Tiger Global Ltd shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2 includes the costs of Labelling Requirements, packaging, insurance and carriage of the Goods.

7.3 No extra charges shall be effective unless agreed in writing and signed by Tiger Global Ltd.

7.4 The Supplier may invoice Tiger Global Ltd for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Supplier's VAT registration number, and any supporting documentation that Tiger Global Ltd may reasonably require.

7.5 Tiger Global Ltd shall pay correctly rendered invoices within one calendar month from the end of the month in which they are received. Payment shall be made to the bank account nominated in writing by the Supplier.

7.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 1% a year above the Bank of England's base rate from time to time, but at 1% a year for any period when that base rate is below 0%.

7.7 Tiger Global Ltd may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Tiger Global Ltd against any liability of Tiger Global Ltd to the Supplier.

8. TIGER GLOBAL LTD'S MATERIALS

8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications and data supplied by Tiger Global Ltd to the Supplier (**Tiger Global Ltd's Materials**) and all rights in Tiger Global Ltd Materials are and shall remain the exclusive property of Tiger Global Ltd. The Supplier shall keep Tiger Global Ltd Materials in safe custody at its own risk, maintain them in good condition until returned to Tiger Global Ltd, and not dispose or use the same other than in accordance with the Tiger Global Ltd's written instructions or authorisation.

8.2 All intellectual property rights in the Goods, including the Artwork and Specification, which are provided by Tiger Global Ltd to the Supplier in connection with this Contract shall be the property of Tiger Global Ltd. The parties shall execute all documents necessary to give effect to this clause 8.2.

8.3 The Supplier undertakes that it shall not without Tiger Global Ltd's express permission in writing, use any intellectual property which Tiger Global Ltd has provided to the Supplier including any Artwork or anything within the Specification.

9. INDEMNITY

9.1 The Supplier shall indemnify Tiger Global Ltd against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses incurred by Tiger Global Ltd as a result of:

9.1.1 any claim that the supply or use of the Goods infringes the intellectual property rights of any third party;

9.1.2 any claim made by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier; and

9.1.3 any claim made by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.

9.2 This clause 9 shall survive termination of the Contract.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions limits any liability for:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

10.1.4 breach of section 2 of the Consumer Protection Act 1987; or

10.1.5 any liability that cannot legally be limited.

10.2 Tiger Global Ltd's total liability to the Supplier shall not exceed a multiple of 1.5 times the Order Price.

11. INSURANCE

During the term of the Contract and for a period of seven years thereafter, the Supplier shall maintain in force, with a reputable insurance company a minimum of £5,000,000 product liability insurance and public liability insurance cover to cover the liabilities that may arise under or in connection with the Contract, and shall, on Tiger Global Ltd's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. COMPLIANCE WITH RELEVANT LAWS, AND POLICIES

12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

12.2 Tiger Global Ltd may immediately terminate the Contract for any breach of clause 12.1 by the Supplier.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

13.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. GENERAL

14.1 **Force majeure.** Neither party shall be in liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving not less than seven days' written notice to the affected party.

14.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of Tiger Global Ltd. If Tiger Global Ltd consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

14.3 **Confidentiality.**

14.3.1 The Supplier shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of Tiger Global Ltd or of any member of the group to which Tiger Global Ltd belongs, except as permitted by clause 14.3.2. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

14.3.2 The Supplier may disclose Tiger Global Ltd's confidential information:

(a) to its employees, officers, representatives, contractors, approved sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.8 **Notices.**

14.8.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next working day delivery service, or email.

14.8.2 A notice shall be deemed to have been received:

(a) if delivered by hand, when left at the address referred to in clause 14.8.1;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or,

(c) if sent by email, one Business Day after transmission.

14.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.9 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.

14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.